

IN THE CIRCUIT COURT OF THE 6<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA

JAMES P. HINES, JR., ESQ., as Personal  
Representative of the Estate of **DIELLA  
LUDWIG, a minor child**, deceased, and JULIE  
GOODARD, as Guardian of the property of  
**SHYLOH LUDWIG, a minor child**,

Plaintiffs,

v.

CASE NO. 512010 CA 7189 WS

THOMAS LUDWIG, **YOUTH AND FAMILY  
ALTERNATIVES, INC., and ECKERD  
YOUTH ALTERNATIVES, INC., d/b/a  
ECKERD COMMUNITY ALTERNATIVES,**

Defendants.

THIRD AMENDED COMPLAINT

Plaintiffs, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of  
DIELLA LUDWIG, a minor child, deceased and JULIE GODDARD, as Guardian of the property  
of SHYLOH LUDWIG, a minor child, sues Defendants, THOMAS LUDWIG, YOUTH AND  
FAMILY ALTERNATIVES, INC. and ECKERD YOUTH ALTERNATIVES, INC., d/b/a  
ECKERD COMMUNITY ALTERNATIVES, and alleges the following:

GENERAL ALLEGATIONS

1. This is an action for damages that exceeds Fifteen Thousand Dollars (\$15,000.00).
2. Venue is proper in Pasco County, where the Defendants do business, have regional  
offices, and/or live.
3. At all times relevant, JAMES P. HINES, JR., ESQUIRE was appointed Personal  
Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, copies of the Letters of

Administration are attached to this Complaint as Exhibit "A" and are incorporated herein by reference.

4. At all times relevant, JULIE GODDARD was appointed Guardian of the Property of SHYLOH LUDWIG, a minor child, and authorized to bring this action on Shyloh's behalf. Copies of the Order Appointing Guardian of Property of Minor and Letters of Guardianship of the Property of a Minor are attached as Exhibit "B".

5. DIELLA LUDWIG is survived by her natural mother, Nicholle West. She is a survivor as defined by Fla. Stat. §768.18(1).

6. At all times relevant, THOMAS LUDWIG, was the putative father of DIELLA and SHYLOH LUDWIG residing in Pasco County, Florida.

7. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., was a Florida corporation doing business in Pasco County, Florida.

8. At all times relevant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was a Florida Corporation doing business in Pasco County, Florida.

9. DIELLA and SHYLOH LUDWIG were placed with THOMAS LUDWIG a putative father on October 15, 2008.

10. YOUTH AND FAMILY ALTERNATIVES, INC. and ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, had knowledge that the minor twins were placed with the putative father, THOMAS LUDWIG.

**COUNT I**  
**(BATTERY AS TO DIELLA LUDWIG)**

11. The general allegations are incorporated herein by reference.

12. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG accepted

and acted as the putative father of DIELLA LUDWIG.

13. During that time THOMAS LUDWIG physically abused and battered DIELLA LUDWIG.

14. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages against THOMAS LUDWIG.

**COUNT II**  
**(NEGLIGENCE - THOMAS LUDWIG**  
**AS TO DIELLA LUDWIG)**

15. The general allegations are incorporated herein by reference.

16. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG accepted and acted as the putative father of DIELLA LUDWIG.

17. At the time, DIELLA LUDWIG, was placed in the care of the putative father, THOMAS LUDWIG, he negligently cared for DIELLA LUDWIG resulting in her physical abuse, and further, negligently failed to timely procure medical treatment for her serious bodily injuries.

18. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life,



expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages against THOMAS LUDWIG.

**COUNT III**  
**(NEGLIGENCE - YOUTH AND FAMILY ALTERNATIVES, INC.**  
**AS TO DIELLA LUDWIG)**

19. The general allegations are incorporated herein by reference.

20. YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, had a contractual relationship with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, whereby it accepted and agreed to provide child protective services, including the delivery of foster care, management and related services. A copy of the contract is attached as Exhibit "C". YOUTH AND FAMILY ALTERNATIVES, INC., by virtue of said contract assumed the same duties and responsibilities with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, that it undertook in a prior contract between itself and Sarasota Family YMCA, Inc. which is incorporated in Exhibit C.

21. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, undertook a duty, pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD YOUTH ALTERNATIVES, INC., to monitor, supervise, and ensure the safety of DIELLA LUDWIG while she was placed in the care of THOMAS LUDWIG.



22. At all time relevant hereto, YOUTH AND FAMILY ALTERNATIVES, INC., was a subcontracted community based provider in Pasco County, Florida, pursuant to Fla. Stat. §409.1671, and was in the business of providing foster care and related services, including, but not limited to, case management services to dependent children pursuant to the terms of its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES (Exhibit C).

23. Pursuant to the contract (Exhibit C), YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty to provide said services to (1) children in need of foster care and related services; and (2) children in need of prevention services prior to the occurrence of abuse, neglect or abandonment to prevent child maltreatment.

24. At all times relevant, there was an open investigation, and active dependency case for Nicholle West and her daughter in Pasco County, Florida with YOUTH AND FAMILY ALTERNATIVES, INC.

25. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., knew that Nicholle West was incarcerated and pregnant with twins.

26. YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, (Exhibit C) to adhere to applicable statutes, administrative codes, operating procedures and protocols of ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES and the Department of Children and Families.

27. Incorporated into the contract (Exhibit C) was the requirement that YOUTH AND FAMILY ALTERNATIVES, INC. adopt and adhere to all of ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, policies which had

in turn been adopted by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, from the Safe Children Coalition. This included policy 100.045 Children Born into Active Care which provided:

All final placement decisions with regard to newborns will require the approval of the Vice President of Foster Care or designee. In all cases, diligent search efforts will be initiated by the Case Management Provider to establish the child's paternity. The Case Management Provider Team will work closely in supervision with the Agency Supervisor and other CBC resource people to create a case plan which includes all appropriate services. A formal staffing may be scheduled, as necessary, to make case plan and placement decisions.

28. Incorporated into Exhibit C, the referenced CFOP 175-72: New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past, also stated specific criteria to be followed when planning for the birth of a new child into an active dependency case. CFOP 175.72 (b) stated the following:

The current assigned counselor shall visit the home and conduct an assessment to determine the safety of the child in the home. A staffing will be held to review the potential effect the addition of the new child may have on the family's current ability to handle stress, whether the new child needs to be sheltered, and any needed changes to the current case plan. Finally, the assigned counselor and supervisor shall determine, in consultation with the child welfare legal services attorney, whether further legal actions, such as filing of a supplemental dependency petition, needs to be taken.

29. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC negligently failed to perform any of the requirements mandated by the policies enumerated in paragraphs 26, 27 and 28 which it expressly undertook pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, which were necessary for the protection of the LUDWIG's twins, who were newborns born into an active dependency case.

30. As the community based provider as defined by Fla. Stat. §409.1671, and pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY

ALTERNATIVES and YOUTH AND FAMILY ALTERNATIVES, INC., further undertook a duty to perform a family assessment and a risk assessment before it permitted placement and continued placement of newborns born into an active dependency case.

31. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC. had an ongoing duty to continuously assess the safety and risk of the LUDWIG twins and to comply with the requirements of Florida Statutes, Florida Administrative Code, Department Operating Procedures, including but not limited to Family and Risk Assessment.

32. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC. negligently failed to perform a proper family and risk assessment for the LUDWIG's twins in THOMAS LUDWIG's care given his criminal history, admitted drug use, refusal to submit to two prior drug screens, his abuse of his children resulting in dependency proceedings, removal of his children, history of domestic violence, and prior recommendation of the Child Protection Team to not allow THOMAS LUDWIG around children unsupervised.

33. At all times relevant, despite knowledge that the mother in the dependency case YOUTH AND FAMILY ALTERNATIVES, INC., supervised would soon give birth to twins while incarcerated, YOUTH AND FAMILY ALTERNATIVES, INC., negligently failed to reassess risk and initiate a red flag staffing prior to the birth of these children, the very purpose of which was to protect them from abuse.

34. The twins DEILLA and SHYLOH LUDWIG were born on October 15, 2008 while their mother, Nicholle West was in prison.

35. Between October 15, 2008 and December 20, 2008, YOUTH AND FAMILY ALTERNATIVES, INC., knew of and permitted the placement of DIELLA LUDWIG with THOMAS LUDWIG, as a putative father.



36. YOUTH AND FAMILY ALTERNATIVES, INC., negligently allowed the placement of DIELLA LUDWIG with THOMAS LUDWIG when it knew or should have known that THOMAS LUDWIG was unfit to care for DIELLA LUDWIG, and negligently failed to have DIELLA LUDWIG removed from THOMAS LUDWIG's care and custody. YOUTH AND FAMILY ALTERNATIVES, INC., further negligently failed to have Diella added to the existing dependency petition and provide necessary services designed to ensure her protection.

37. YOUTH AND FAMILY ALTERNATIVES, INC., was negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

38. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered DIELLA LUDWIG, further resulting in death.

39. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., knew or should have known of the neglect and abuse.

40. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages against YOUTH AND FAMILY ALTERNATIVES, INC.

**COUNT IV**  
**(NEGLIGENCE - ECKERD YOUTH ALTERNATIVES, INC.,**  
**d/b/a ECKERD COMMUNITY ALTERNATIVES**  
**AS TO DIELLA LUDWIG)**

41. The general allegations are incorporated herein by reference.

42. ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES, at all times relevant, had a contractual relationship with the State of Florida, Department of Children and Families Service where it accepted and agreed to provide child protective services, including the delivery of foster care and related services. (A copy of the contract is attached as Exhibit "D").

43. Between October 15, 2008 and December 20, 2008, ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES knew of the placement of DIELLA LUDWIG with THOMAS LUDWIG, as a putative father.

44. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently allowed the placement of DIELLA LUDWIG with THOMAS

LUDWIG when it knew or should have known that THOMAS LUDWIG could not adequately care for DIELLA LUDWIG, and negligently failed to have DIELLA LUDWIG removed from THOMAS LUDWIG's care and custody. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further negligently failed to have Diella added to the existing dependency petition, and provide necessary services designed to ensure her protection.

45. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was further negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

46. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook duties pursuant to its assumption as lead community based provider pursuant to Fla. Stat. §409.1671. These duties include:

The ability to coordinate, integrate, and manage all child protective services in the designated community in cooperation with child protective investigations.



The ability to ensure continuity of care from entry to exit for all children referred from the protective investigation and court systems.

The ability to provide directly, or contract for through a local network of providers, all necessary child protective services.

The willingness to accept accountability for meeting the outcomes and performance standards related to child protective services established by the Legislature and the Federal Government.

The capability and the willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the community by the state.

The willingness to ensure that each individual who provides child protective services completes the training required of child protective service workers by the Department of Children and Family Services.

47. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, breached said duties as lead community based provider by failing to coordinate, integrate and manage all child protective investigations including Diella's case. There was a complete lack of understanding and training regarding new children born into families with active investigations, family assessment, risk assessments, and red flag staffing's, within the system ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, supervised and managed.

48. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further breached its duty to provide directly, or contract for through a local network or providers, all necessary child protective services to Diella. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently failed to contract only with qualified providers who were trained to follow procedures relating to new children born into families with active investigations, family assessment, risk assessments, and red flag staffings.

49. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES further negligently breached said duties by failing to ensure that each of the individual case managers and case manager supervisors completed the training required of child protective service workers by the Department of Children and Family Services. In addition to this statutorily created duty, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically undertook a duty in its contract with the Florida Department of Children and Families to ensure such proper training to its staff, and subcontractor staff. The contract (Exhibit D) provides:

“The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **“Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars”** (dated 07/01/06), which is incorporated herein by reference and maintained on the department’s website.”

“The provider agrees **to ensure the delivery of** child welfare pre-service training to professional staff in accordance with the department’s Child Protection Professional Certification Program.”

The individuals who provided case management in this case had no training on procedures of the Florida Department of Children and Families relating to new children born into active dependency cases, red flag protocol, and incomplete or inadequate training on family assessments and risk assessments. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further voluntarily undertook the same duty to train case managers and case manager supervisors which it breached by failing to do so.

50. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook a duty pursuant to its own policies to approve final placement decisions of newborns in active dependency cases, which in this case it negligently failed to do.

51. As a result of said negligence, the policies and procedures of Florida Department of Children and Families and ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically intended to protect Diella were not followed, and she was severely abused by THOMAS LUDWIG.

52. In addition, Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently breached its voluntarily undertaken duty to conduct staffings including its subcontractors and child protective investigators to ensure that its own policies as well as those of the Department of Children and Families specifically intended to protect Diella and referred to herein were being followed. They were, in fact, not.

53. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered DIELLA LUDWIG, further resulting in death.

54. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, knew or should have known of the neglect and abuse.

55. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages



against ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES.

**COUNT V**  
**(BATTERY AS TO SHYLOH LUDWIG)**

56. The general allegations are incorporated herein by reference.

57. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG accepted and acted as the putative father of SHYLOH LUDWIG.

58. During that time THOMAS LUDWIG physically abused and battered SHYLOH LUDWIG.

59. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, demands judgment for damages against THOMAS LUDWIG.

**COUNT VI**  
**(NEGLIGENCE - THOMAS LUDWIG**  
**AS TO SHYLOH LUDWIG)**

60. The general allegations are incorporated herein by reference.

61. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG accepted and acted as the putative father of SHYLOH LUDWIG.

62. At the time, SHYLOH LUDWIG, was placed in the care of putative father, THOMAS LUDWIG, he negligently cared for SHYLOH LUDWIG resulting in her physical abuse, and further, negligently failed to timely procure medical treatment for her serious bodily injuries.

63. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, demands judgment for damages against THOMAS LUDWIG.

**COUNT VII**  
**(NEGLIGENCE YOUTH AND FAMILY ALTERNATIVES, INC.**  
**AS TO SHYLOH LUDWIG)**

64. The general allegations are incorporated herein by reference.

65. YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, had a contractual relationship with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, whereby it accepted and agreed to provide child protective services, including the delivery of foster care, management and related services. A copy of the contract is attached as Exhibit C. YOUTH AND FAMILY ALTERNATIVES, INC., by virtue of said contract assumed the same duties and responsibilities with ECKERD YOUTH

ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, that it undertook in a prior contract between itself and Sarasota Family YMCA, Inc. which is incorporated in Exhibit C.

66. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, undertook a duty, pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, to monitor, supervise, and ensure the safety of SHYLOH LUDWIG while she was placed in the care of THOMAS LUDWIG.

67. At all time relevant hereto, YOUTH AND FAMILY ALTERNATIVES, INC., was a subcontracted community based provider in Pasco County, Florida, pursuant to Fla. Stat. §409.1671, and was in the business of providing foster care and related services, including, but not limited to, case management services to dependent children pursuant to the terms of its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES (Exhibit C).

68. Pursuant to the contract (Exhibit C), YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty to provide said services to (1) children in need of foster care and related services; and (2) children in need of prevention services prior to the occurrence of abuse, neglect or abandonment to prevent child maltreatment.

69. At all times relevant, there was an open investigation, and active dependency case for Nicholle West and her daughter in Pasco County, Florida with YOUTH AND FAMILY ALTERNATIVES, INC.

70. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., knew that Nicholle West was incarcerated and pregnant with twins.

71. YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC. (Exhibit C) to adhere to applicable



statutes, administrative codes, operating procedures and protocols of ECKERD YOUTH ALTERNATIVES, INC. and the Department of Children and Families.

72. Incorporated into the contract (Exhibit C) was the requirement that YOUTH AND FAMILY ALTERNATIVES, INC., adopt and adhere to all of ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, policies which had in turn been adopted by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, from the Safe Children Coalition. This included policy 100.045 Children Born into Active Care which provided:

All final placement decisions with regard to newborns will require the approval of the Vice President of Foster Care or designee. In all cases, diligent search efforts will be initiated by the Case Management Provider to establish the child's paternity. The Case Management Provider Team will work closely in supervision with the Agency Supervisor and other CBC resource people to create a case plan which includes all appropriate services. A formal staffing may be scheduled, as necessary, to make case plan and placement decisions.

73. Incorporated into Exhibit A, the referenced CFOP 175-72: New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past, also stated specific criteria to be followed when planning for the birth of a new child into an active dependency case. CFOP 175.72 (b) stated the following:

The current assigned counselor shall visit the home and conduct an assessment to determine the safety of the child in the home. A staffing will be held to review the potential effect the addition of the new child may have on the family's current ability to handle stress, whether the new child needs to be sheltered, and any needed changes to the current case plan. Finally, the assigned counselor and supervisor shall determine, in consultation with the child welfare legal services attorney, whether further legal actions, such as filing of a supplemental dependency petition, needs to be taken.

74. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC negligently failed to perform any of the requirements mandated by the policies enumerated in paragraphs 71, 72 and 73 which it expressly undertook pursuant to its contract with ECKERD YOUTH

ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, which were necessary for the protection of the LUDWIG's twins, who were newborns born into an active dependency case.

75. As the community based provider as defined by Fla. Stat. §409.1671, and pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES and YOUTH AND FAMILY ALTERNATIVES, INC., further undertook a duty to perform a family assessment and a risk assessment before it permitted placement and continued placement of newborns born into an active dependency case.

76. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., had an ongoing duty to continuously assess the safety and risk of the LUDWIG twins and to comply with the requirements of Florida Statutes, Florida Administrative Code, Department Operating Procedures, including but not limited to Family and Risk Assessment.

77. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., negligently failed to perform a proper family and risk assessment for the LUDWIG's twins in THOMAS LUDWIG's care given his criminal history, admitted drug use, refusal to submit to two prior drug screens, his abuse of his children resulting in dependency proceedings, removal of his children, history of domestic violence, and prior recommendation of the Child Protection Team to not allow THOMAS LUDWIG around children unsupervised.

78. At all times relevant, despite knowledge that the mother in the dependency case YOUTH AND FAMILY ALTERNATIVES, INC., supervised would soon give birth to twins while incarcerated, YOUTH AND FAMILY ALTERNATIVES, INC., negligently failed to reassess risk and initiate a red flag staffing prior to the birth of these children, the very purpose of which was to protect them from abuse.

79. The twins DEILLA and SHYLOH LUDWIG were born on October 15, 2008 while their mother, Nicholle West was in prison.

80. Between October 15, 2008 and December 20, 2008, YOUTH AND FAMILY ALTERNATIVES, INC., knew of and permitted the placement of SHYLOH LUDWIG with THOMAS LUDWIG, as a putative father.

81. YOUTH AND FAMILY ALTERNATIVES, INC., negligently allowed the placement of SHYLOH LUDWIG with THOMAS LUDWIG when it knew or should have known that THOMAS LUDWIG was unfit to care for SHYLOH LUDWIG, and negligently failed to have SHYLOH LUDWIG removed from THOMAS LUDWIG's care and custody. YOUTH AND FAMILY ALTERNATIVES, INC., further negligently failed to have Shyloh added to the existing dependency petition, and provide necessary services designed to ensure her protection.

82. YOUTH AND FAMILY ALTERNATIVES, INC., was negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

83. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered SHYLOH LUDWIG, resulting in serious bodily injuries.

84. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., knew or should have known of the neglect and abuse.

85. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and SHYLOH LUDWIG will suffer the losses in the future.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, deceased, demands judgment for damages against YOUTH AND FAMILY ALTERNATIVES, INC.

**COUNT VIII**  
**(NEGLIGENCE - ECKERD YOUTH ALTERNATIVES, INC.,**  
**d/b/a ECKERD COMMUNITY ALTERNATIVES**  
**AS TO SHYLOH LUDWIG)**

86. The general allegations are incorporated herein by reference.

87. ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES, at all times relevant, had a contractual relationship with the State of Florida, Department of Children and Families Service where it accepted and agreed to provide child protective services, including the delivery of foster care and related services. (A copy of the contract is attached as Exhibit D).

88. Between October 15, 2008 and December 20, 2008, ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES knew of the placement of SHYLOH LUDWIG with THOMAS LUDWIG, as a putative father.

89. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently allowed the placement of SHYLOH LUDWIG with THOMAS LUDWIG when it knew or should have known that THOMAS LUDWIG could not adequately care for SHYLOH LUDWIG, and negligently failed to have SHYLOH LUDWIG removed from THOMAS LUDWIG's care and custody. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further negligently failed to have Shyloh added to the existing dependency petition, and provide necessary services designed to ensure her protection.

90. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was further negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.



91. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook duties pursuant to its assumption as lead community based provider pursuant to Fla. Stat. §409.1671. These duties include:

The ability to coordinate, integrate, and manage all child protective services in the designated community in cooperation with child protective investigations.

The ability to ensure continuity of care from entry to exit for all children referred from the protective investigation and court systems.

The ability to provide directly, or contract for through a local network of providers, all necessary child protective services.

The willingness to accept accountability for meeting the outcomes and performance standards related to child protective services established by the Legislature and the Federal Government.

The capability and the willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the community by the state.

The willingness to ensure that each individual who provides child protective services completes the training required of child protective service workers by the Department of Children and Family Services.

92. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, breached said duties as lead community based provider by failing to coordinate, integrate and manage all child protective investigations including Shyloh's case. There was a complete lack of understanding and training regarding new children born into families with active investigations, family assessment, risk assessments, and red flag staffing's, within the system ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, supervised and managed.

93. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further breached its duty to provide directly, or contract for through a local network or providers, all necessary child protective services to Shyloh. ECKERD YOUTH

ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently failed to contract only with qualified providers who were trained to follow procedures relating to new children born into families with active investigations, family assessment, risk assessments, and red flag staffings.

94. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further negligently breached said duties by failing to ensure that each of the individual case managers and case manager supervisors completed the training required of child protective service workers by the Department of Children and Family Services. In addition to this statutorily created duty, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically undertook a duty in its contract with the Florida Department of Children and Families to ensure such proper training to its staff, and subcontractor staff. The contract (Exhibit D) provides:

“The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **“Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars”** (dated 07/01/06), which is incorporated herein by reference and maintained on the department’s website.”

“The provider agrees to **ensure the delivery of** child welfare pre-service training to professional staff in accordance with the department’s Child Protection Professional Certification Program.”

The individuals who provided case management in this case had no training on procedures of the Florida Department of Children and Families relating to new children born into active dependency cases, red flag protocol, and incomplete or inadequate training on family assessments and risk assessments. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY

ALTERNATIVES, further voluntarily undertook the same duty to train case managers and case manager supervisors which it breached by failing to do so.

95. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook a duty pursuant to its own policies to approve final placement decisions of newborn in active dependency cases, which in this case it negligently failed to do.

96. As a result of said negligence, the policies and procedures of Florida Department of Children and Families and ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically intended to protect Shyloh were not followed, and she was severely abused by THOMAS LUDWIG.

97. In addition, Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, negligently breached its voluntarily undertaken duty to conduct staffings including its subcontractors and child protective investigators to ensure that its own policies as well as those of the Department of Children and Families specifically intended to protect Shyloh and referred to herein were being followed. They were, in fact, not.

98. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered SHYLOH LUDWIG, further resulting in serious bodily injuries.

99. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, knew or should have known of the neglect and abuse.

100. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental

anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, demands judgment for damages against ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES.

**COUNT IX**  
**(CULPABLE NEGLIGENCE - YOUTH AND FAMILY ALTERNATIVES, INC.**  
**AS TO DIELLA LUDWIG)**

101. The general allegations are incorporated herein by reference.

102. YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, had a contractual relationship with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, whereby it accepted and agreed to provide child protective services, including the delivery of foster care, management and related services. A copy of the contract is attached as Exhibit C. YOUTH AND FAMILY ALTERNATIVES, INC., by virtue of said contract assumed the same duties and responsibilities with ECKERD COMMUNITY ALTERNATIVES that it undertook in a prior contract between itself and Sarasota Family YMCA, Inc. which is incorporated in Exhibit C.

103. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, undertook a duty, pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD YOUTH ALTERNATIVES, INC., to monitor, supervise, and ensure the safety of DIELLA LUDWIG while she was placed in the care of THOMAS LUDWIG.

104. At all times relevant hereto, YOUTH AND FAMILY ALTERNATIVES, INC., was a subcontracted community based provider in Pasco County, Florida, pursuant to Fla. Stat.

§409.1671, and was in the business of providing foster care and related services, including, but not limited to, case management services to dependent children pursuant to the terms of its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES (Exhibit C).

105. Pursuant to the contract (Exhibit C), YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty to provide said services to (1) children in need of foster care and related services; and (2) children in need of prevention services prior to the occurrence of abuse, neglect or abandonment to prevent child maltreatment.

106. At all times relevant, there was an open investigation, and active dependency case for Nicholle West and her daughter in Pasco County, Florida with YOUTH AND FAMILY ALTERNATIVES, INC.

107. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., knew that Nicholle West was incarcerated and pregnant with twins.

108. YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC. (Exhibit C) to adhere to applicable statutes, administrative codes, operating procedures and protocols of ECKERD YOUTH ALTERNATIVES, INC. and the Department of Children and Families.

109. Incorporated into the contract (Exhibit C) was the requirement that YOUTH AND FAMILY ALTERNATIVES, INC., adopt and adhere to all of ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, policies which had in turn been adopted by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, from the Safe Children Coalition. This included policy 100.045 Children Born into Active Care which provided:



All final placement decisions with regard to newborns will require the approval of the Vice President of Foster Care or designee. In all cases, diligent search efforts will be initiated by the Case Management Provider to establish the child's paternity. The Case Management Provider Team will work closely in supervision with the Agency Supervisor and other CBC resource people to create a case plan which includes all appropriate services. A formal staffing may be scheduled, as necessary, to make case plan and placement decisions.

110. Incorporated into Exhibit C, the referenced CFOP 175-72: New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past, also stated specific criteria to be followed when planning for the birth of a new child into an active dependency case. CFOP 175.72 (b) stated the following:

The current assigned counselor shall visit the home and conduct an assessment to determine the safety of the child in the home. A staffing will be held to review the potential effect the addition of the new child may have on the family's current ability to handle stress, whether the new child needs to be sheltered, and any needed changes to the current case plan. Finally, the assigned counselor and supervisor shall determine, in consultation with the child welfare legal services attorney, whether further legal actions, such as filing of a supplemental dependency petition, needs to be taken.

111. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC was culpably negligent as defined by Fla. Stat. § 409.1671 by failing to perform any of the requirements mandated by the policies enumerated in paragraphs 108, 109 and 110 which it expressly undertook pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, which were necessary for the protection of the LUDWIG's twins, who were newborns born into an active dependency case.

112. As the community based provider as defined by Fla. Stat. §409.1671, and pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES and YOUTH AND FAMILY ALTERNATIVES, INC., further undertook a duty to perform a family assessment and a risk assessment before it permitted placement and continued placements of newborns born into an active dependency case.

113. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., had an ongoing duty to continuously assess the safety and risk of the LUDWIG twins and to comply with the requirements of Florida Statutes, Florida Administrative Code, Department Operating Procedures, including but not limited to Family and Risk Assessment.

114. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by failing to perform a proper family and risk assessment for the LUDWIG's twins in THOMAS LUDWIG's care given his criminal history, admitted drug use, refusal to submit to two prior drug screens, his abuse of his children resulting in dependency proceedings, removal of his children, history of domestic violence, and prior recommendation of the Child Protection Team to not allow THOMAS LUDWIG around children unsupervised.

115. At all times relevant, despite knowledge that the mother in the dependency case YOUTH AND FAMILY ALTERNATIVES, INC., supervised would soon give birth to twins while incarcerated, YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by failing to reassess risk and initiate a red flag staffing prior to the birth of these children, the very purpose of which was to protect them from abuse.

116. The twins DEILLA and SHYLOH LUDWIG were born on October 15, 2008 while their mother, Nicholle West was in prison.

117. Between October 15, 2008 and December 20, 2008, YOUTH AND FAMILY ALTERNATIVES, INC., knew of and permitted the placement of DIELLA LUDWIG with THOMAS LUDWIG, as a putative father.

118. YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by allowing the placement of DIELLA LUDWIG with THOMAS LUDWIG when it knew or was deliberately or recklessly indifferent to the danger that THOMAS LUDWIG posed to DIELLA

LUDWIG, and by failing to have DIELLA LUDWIG removed from THOMAS LUDWIG's care and custody. YOUTH AND FAMILY ALTERNATIVES, INC., was further culpably negligent by failing to add Diella to the existing dependency petition, and provide necessary services designed to ensure her protection.

119. YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

120. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered DIELLA LUDWIG, further resulting in death.

121. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., knew, or was deliberately or recklessly indifferent to, the risk of neglect and abuse. The degree of culpability is demonstrated by the fact that case managers in its own system made repeated abuse reports to the abuse hotline, while failing to fulfill their own duties to protect Diella from abuse.

122. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

123. As a result of Defendant's culpable negligence, the caps and limitations of Fla. Stat. §409.1671 are inapplicable to the compensatory damages which are described in paragraph 122.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages and payment in excess of the statutory caps found in Fla. Stat. §409.1671 against YOUTH AND FAMILY ALTERNATIVES, INC.

**COUNT X**  
**(CULPABLE NEGLIGENCE - ECKERD YOUTH ALTERNATIVES, INC.,**  
**d/b/a ECKERD COMMUNITY ALTERNATIVES**  
**AS TO DIELLA LUDWIG)**

124. The general allegations are incorporated herein by reference.

125. ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES, at all times relevant, had a contractual relationship with the State of Florida, Department of Children and Families Service where it accepted and agreed to provide child protective services, including the delivery of foster care and related services. (A copy of the contract is attached as Exhibit D).

126. Between October 15, 2008 and December 20, 2008, ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES was aware of the placement of DIELLA LUDWIG with THOMAS LUDWIG, as a putative father.

127. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was culpably negligent as defined by Fla. Stat. §409.1671 by allowing the placement of DIELLA LUDWIG with THOMAS LUDWIG when it knew, or was deliberately or recklessly indifferent to the danger that THOMAS LUDWIG posed to DIELLA LUDWIG, and by failing to have DIELLA LUDWIG removed from THOMAS LUDWIG's care and custody. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was further culpably negligent by failing to add Diella to the existing dependency petition, and provide necessary services designed to ensure her protection.

128. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was culpably negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;



f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

129. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook duties pursuant to its assumption as lead community based provider pursuant to Fla. Stat. §409.1671. These duties include:

The ability to coordinate, integrate, and manage all child protective services in the designated community in cooperation with child protective investigations.

The ability to ensure continuity of care from entry to exit for all children referred from the protective investigation and court systems.

The ability to provide directly, or contract for through a local network of providers, all necessary child protective services.

The willingness to accept accountability for meeting the outcomes and performance standards related to child protective services established by the Legislature and the Federal Government.

The capability and the willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the community by the state.

The willingness to ensure that each individual who provides child protective services completes the training required of child protective service workers by the Department of Children and Family Services.

130. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, with culpable negligence breached said duties as lead community based provider by failing to coordinate, integrate and manage all child protective investigations including Diella's case. There was a complete lack of understanding and training regarding new children born into families with active investigations, family assessment, risk assessments, and red flag staffing's, within the system ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, supervised and managed.

131. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further breached with culpable negligence its duty to provide directly, or

contract for through a local network or providers, all necessary child protective services to Diella. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, with culpable negligence failed to contract only with qualified providers who were trained to follow procedures relating to new children born into families with active investigations, family assessment, risk assessments, and red flag staffings.

132. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further with culpable negligence breached said duties by failing to ensure that each of the individual case managers and case manager supervisors completed the training required of child protective service workers by the Department of Children and Family Services. In addition to this statutorily created duty, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically undertook a duty in its contract with the Florida Department of Children and Families to ensure such proper training to its staff, and subcontractor staff. The contract (Exhibit D) provides:

“The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **“Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars”** (dated 07/01/06), which is incorporated herein by reference and maintained on the department’s website.”

“The provider agrees **to ensure the delivery of** child welfare pre-service training to professional staff in accordance with the department’s Child Protection Professional Certification Program.”

The individuals who provided case management in this case had no training on procedures of the Florida Department of Children and Families relating to new children born into active dependency cases, red flag protocol, and incomplete or inadequate training on family assessments and risk

assessments. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further voluntarily undertook the same duty to train case managers and case manager supervisors which it breached by failing to do so.

133. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook a duty pursuant to its own policies to approve final placement decisions of newborns in active dependency cases, which in this case it with culpable negligence failed to do.

134. As a result of said culpable negligence, the policies and procedures of Florida Department of Children and Families and ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically intended to protect Diella were not followed, and she was severely abused by THOMAS LUDWIG.

135. In addition, Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, with culpable negligence breached its voluntarily undertaken duty to conduct staffings including its subcontractors and child protective investigators to ensure that its own policies as well as those of the Department of Children and Families specifically intended to protect Diella and referred to herein were being followed. They were, in fact, not.

136. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered DIELLA LUDWIG, further resulting in death.

137. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, knew, or was deliberately or recklessly indifferent to, the risk of neglect and abuse. The degree of culpability is demonstrated by the fact that case managers in its own system made repeated abuse reports to the abuse hotline, while failing to fulfill their own duties

to protect Diella from abuse. Their failure resulted from the fact they had received no training by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, on new children born into active dependency cases, red flag staffings, and inadequate training on family and risk assessments.

138. As a result, DIELLA LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, and death on December 21, 2008, and her estate has incurred necessary and reasonable funeral and burial expenses. Decedent's estate has lost net accumulations of the decedent that she might have reasonably accumulated during her natural life expectancy. In addition, her surviving mother, Nicholle West, is entitled to recover for mental pain and suffering from the date of her injuries.

139. As a result of Defendant's culpable negligence, the caps and limitations of Fla. Stat. §409.1671 are inapplicable to the compensatory damages which are described in paragraph 138.

WHEREFORE, Plaintiff, JAMES P. HINES, JR., ESQUIRE, as Personal Representative of the Estate of DIELLA LUDWIG, a minor child, deceased, demands judgment for damages and payment in excess of the statutory caps for payment against ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES.

**COUNT XI**  
**(CULPABLE NEGLIGENCE -YOUTH AND FAMILY ALTERNATIVES, INC.**  
**AS TO SHYLOH LUDWIG)**

140. The general allegations are incorporated herein by reference.

141. YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, had a contractual relationship with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, whereby it accepted and agreed to provide child protective

services, including the delivery of foster care, management and related services. A copy of the contract is attached as Exhibit C. YOUTH AND FAMILY ALTERNATIVES, INC., by virtue of said contract assumed the same duties and responsibilities with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, that it undertook in a prior contract between itself and Sarasota Family YMCA, Inc. which is incorporated in Exhibit C.

142. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., at all times relevant, undertook a duty, pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, to monitor, supervise, and ensure the safety of SHYLOH LUDWIG while she was placed in the care of THOMAS LUDWIG.

143. At all times relevant hereto, YOUTH AND FAMILY ALTERNATIVES, INC., was a subcontracted community based provider in Pasco County, Florida, pursuant to Fla. Stat. §409.1671, and was in the business of providing foster care and related services, including, but not limited to, case management services to dependent children pursuant to the terms of its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES (Exhibit C).

144. Pursuant to the contract (Exhibit C), YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty to provide said services to (1) children in need of foster care and related services; and (2) children in need of prevention services prior to the occurrence of abuse, neglect or abandonment to prevent child maltreatment.

145. At all times relevant, there was an open investigation, and active dependency case for Nicholle West and her daughter in Pasco County, Florida with YOUTH AND FAMILY ALTERNATIVES, INC.



146. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., knew that Nicholle West was incarcerated and pregnant with twins.

147. YOUTH AND FAMILY ALTERNATIVES, INC., undertook a duty pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC. (Exhibit C) to adhere to applicable statutes, administrative codes, operating procedures and protocols of ECKERD YOUTH ALTERNATIVES, INC. and the Department of Children and Families.

148. Incorporated into the contract (Exhibit C) was the requirement that YOUTH AND FAMILY ALTERNATIVES, INC., adopt and adhere to all of ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, policies which had in turn been adopted by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, from the Safe Children Coalition. This included policy 100.045 Children Born into Active Care which provided:

All final placement decisions with regard to newborns will require the approval of the Vice President of Foster Care or designee. In all cases, diligent search efforts will be initiated by the Case Management Provider to establish the child's paternity. The Case Management Provider Team will work closely in supervision with the Agency Supervisor and other CBC resource people to create a case plan which includes all appropriate services. A formal staffing may be scheduled, as necessary, to make case plan and placement decisions.

149. Incorporated into Exhibit A, the referenced CFOP 175-72: New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights Has Occurred in the Past, also stated specific criteria to be followed when planning for the birth of a new child into an active dependency case. CFOP 175.72 (b) stated the following:

The current assigned counselor shall visit the home and conduct an assessment to determine the safety of the child in the home. A staffing will be held to review the potential effect the addition of the new child may have on the family's current ability to handle stress, whether the new child needs to be sheltered, and any needed changes to the current case plan. Finally, the assigned counselor and supervisor shall determine, in consultation with the child welfare legal services attorney,

whether further legal actions, such as filing of a supplemental dependency petition, needs to be taken.

150. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent as defined by Fla. Stat. §409.1671 by failing to perform any of the requirements mandated by the policies enumerated in paragraphs 147, 148 and 149 which it expressly undertook pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, which were necessary for the protection of the LUDWIG's twins, who were newborns born into an active dependency case.

151. As the community based provider as defined by Fla. Stat. §409.1671, and pursuant to its contract with ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES and YOUTH AND FAMILY ALTERNATIVES, INC., further undertook a duty to perform a family and a risk assessment before it permitted placement and continued placement of newborns born into an active dependency case.

152. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., had an ongoing duty to continuously assess the safety and risk of the LUDWIG twins and to comply with the requirements of Florida Statutes, Florida Administrative Code, Department Operating Procedures, including but not limited to Family and Risk Assessment.

153. At all times relevant, YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by failing to perform a proper family assessment and a risk assessment for the LUDWIG's twins in THOMAS LUDWIG's care given his criminal history, admitted drug use, refusal to submit to two prior drug screens, his abuse of his children resulting in dependency proceedings, removal of his children, history of domestic violence, and prior recommendation of the Child Protection Team to not allow THOMAS LUDWIG around children unsupervised.

154. At all times relevant, despite knowledge that the mother in the dependency case YOUTH AND FAMILY ALTERNATIVES, INC., supervised would soon give birth to twins while incarcerated, YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by failing to reassess risk and initiate a red flag staffing prior to the birth of these children, the very purpose of which was to protect them from abuse.

155. The twins DEILLA and SHYLOH LUDWIG were born on October 15, 2008 while their mother, Nicholle West was in prison.

156. Between October 15, 2008 and December 20, 2008, YOUTH AND FAMILY ALTERNATIVES, INC., knew of and permitted the placement of SHYLOH LUDWIG with THOMAS LUDWIG, as a putative father.

157. YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent by allowing the placement of SHYLOH LUDWIG with THOMAS LUDWIG when it knew, was deliberately or recklessly indifferent to, the danger that THOMAS LUDWIG posed to SHYLOH LUDWIG, and by failing to remove SHYLOH LUDWIG from THOMAS LUDWIG's care and custody. YOUTH AND FAMILY ALTERNATIVES, INC., was further culpably negligent for failing to add Shyloh to the existing dependency petition, and provide necessary services designed to ensure her protection.

158. YOUTH AND FAMILY ALTERNATIVES, INC., was culpably negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";

- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

159. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered SHYLOH LUDWIG, resulting in serious bodily injuries.

160. Defendant, YOUTH AND FAMILY ALTERNATIVES, INC., knew, or was deliberately or recklessly indifferent to, the risk of neglect and abuse. The degree of culpability is demonstrated by the fact that case managers in its own system made repeated abuse reports to the abuse hotline, while failing to fulfill their own duties to protect Shyloh from abuse.

161. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and SHYLOH LUDWIG will suffer the losses in the future.

162. As a result of Defendant's culpable negligence, the caps and limitations of Fla. Stat. §409.1671 are inapplicable to the compensatory damages which are described in paragraph 161.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, deceased, demands judgment for damages and payment in excess of this statutory caps for payment found in Fla. Stat. §409.1671. against YOUTH AND FAMILY ALTERNATIVES, INC.

**COUNT XII**  
**(CULPABLE NEGLIGENCE - ECKERD YOUTH ALTERNATIVES, INC.,**  
**d/b/a ECKERD COMMUNITY ALTERNATIVES**  
**AS TO SHYLOH LUDWIG)**

163. The general allegations are incorporated herein by reference.

164. ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES, at all times relevant, had a contractual relationship with the State of Florida, Department of Children and Families Service where it accepted and agreed to provide child protective services, including the delivery of foster care and related services. (A copy of the contract is attached as Exhibit D).

165. Between October 15, 2008 and December 20, 2008, ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES was aware of the placement of SHYLOH LUDWIG with THOMAS LUDWIG, as a putative father.

166. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was culpably negligent as defined as Fla. Stat. §409.1671 by allowing the placement of SHYLOH LUDWIG with THOMAS LUDWIG when it knew, or was deliberately recklessly indifferent to, the danger that THOMAS LUDWIG posed to SHYLOH LUDWIG, and was culpably negligent by failing to remove SHYLOH LUDWIG from THOMAS LUDWIG's care and custody. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was further culpably negligent by failing to add Shyloh to the existing dependency petition, and provide necessary services designed to ensure her protection.



167. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, was further culpably negligent in violating the following State of Florida Department of Children and Families policies and procedures:

- a. Lack of following the procedures "New Children in Families with Active Investigations or Case Services or Where Involuntary Termination of Parental Rights has Occurred in the Past";
- b. Release of Children to Putative fathers;
- c. Lack of Adequate Safety Assessment and Planning;
- d. Inability to Add Children to Amended Dependency Petitions or Existing Services Cases;
- e. Inadequate Assessment and Identification of Service Needs for Children and Families;
- f. Lack of Implementing the Red Flag Protocol / High Risk Case Review.

168. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further undertook duties pursuant to its assumption as lead community based provider pursuant to Fla. Stat. §409.1671. These duties include:

The ability to coordinate, integrate, and manage all child protective services in the designated community in cooperation with child protective investigations.

The ability to ensure continuity of care from entry to exit for all children referred from the protective investigation and court systems.

The ability to provide directly, or contract for through a local network of providers, all necessary child protective services.

The willingness to accept accountability for meeting the outcomes and performance standards related to child protective services established by the Legislature and the Federal Government.

The capability and the willingness to serve all children referred to it from the protective investigation and court systems, regardless of the level of funding allocated to the community by the state.

The willingness to ensure that each individual who provides child protective services completes the training required of child protective service workers by the Department of Children and Family Services.

169. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, culpably breached said duties as lead community based provider by failing to coordinate, integrate and manage all child protective investigations including Shyloh's case. There was a complete lack of understanding and training regarding new children born into families with active investigations, family assessment, risk assessments, and red flag staffing's, within the system ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, supervised and managed.

170. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further with culpable negligence breached its duty to provide directly, or contract for through a local network or providers, all necessary child protective services to Shyloh. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, with culpable negligence failed to contract only with qualified providers who were trained to follow procedures relating to new children born into families with active investigations, family assessment, risk assessments, and red flag staffings.

171. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further with culpable negligence breached said duties by failing to ensure that each of the individual case managers and case manager supervisors completed the training required of child protective service workers by the Department of Children and Family Services. In addition to this statutorily created duty, ECKERD YOUTH ALTERNATIVES, INC.,

d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically undertook a duty in its contract with the Florida Department of Children and Families to ensure such proper training to its staff, and subcontractor staff. The contract (Exhibit D) provides:

"The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meet the qualification, screening and training/certification requirements as required by Chapters 65C-14, F.A.C., s. 435.04, 402.40, 402.731, and 491.012, F.S. Requirements for documentation of in-service training is addressed in the **"Community-Based Care Documentation Requirements for Child Welfare Pre-Service and In-Service Training Dollars"** (dated 07/01/06), which is incorporated herein by reference and maintained on the department's website."

"The provider agrees to ensure the delivery of child welfare pre-service training to professional staff in accordance with the department's Child Protection Professional Certification Program."

The individuals who provided case management in this case had no training on procedures of the Florida Department of Children and Families relating to new children born into active dependency cases, red flag protocol, and incomplete or inadequate training on family assessments and risk assessments.

172. ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, further voluntarily undertook the same duty to train case managers and case manager supervisors which it with culpable negligence breached by failing to do so.

173. As a result of said culpable negligence, the policies and procedures of Florida Department of Children and Families and ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, specifically intended to protect Shyloh were not followed, and she was severely abused by THOMAS LUDWIG.

174. In addition, Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, with culpable negligence breached its voluntarily

undertaken duty to conduct staffings including its subcontractors and child protective investigators to ensure that its own policies as well as those of the Department of Children and Families specifically intended to protect Shyloh and referred to herein were being followed. They were, in fact, not.

175. Between October 15, 2008 and December 20, 2008, THOMAS LUDWIG, physically abused and battered SHYLOH LUDWIG, further resulting in serious bodily injuries.

176. Defendant, ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, knew, or was deliberately or recklessly indifferent to the risk of neglect and abuse. The degree of culpability is demonstrated by the fact that case managers in its own system made repeated abuse reports to the abuse hotline, while failing to fulfill their own duties to protect Shyloh from abuse. Their failure resulted from the fact they had received no training by ECKERD YOUTH ALTERNATIVES, INC., d/b/a ECKERD COMMUNITY ALTERNATIVES, on new children born into active dependency cases, red flag staffings, and inadequate training on family and risk assessments.

177. As a result, SHYLOH LUDWIG, suffered bodily injuries and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment. Her mental anguish includes the mental anguish she sustained as a direct result of the physical abuse and neglect she suffered at the hands of THOMAS LUDWIG, including the breaking of her leg. It further includes mental anguish of witnessing the death, and being present at the death of her twin sister Diella, when they were both being jointly abused by THOMAS LUDWIG. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

178. As a result of Defendant's culpable negligence, the cap and limitations of Fla. Stat. §409.1671 are inapplicable to the compensatory damages which are described in paragraph 177.

WHEREFORE, Plaintiff, JULIE GODDARD, as Guardian of the property of SHYLOH LUDWIG, a minor child, demands judgment for damages and payment in excess of the statutory caps for payment found in Fla. Stat. §409.1671 against ECKERD YOUTH ALTERNATIVES, INC. d/b/a ECKERD COMMUNITY ALTERNATIVES.

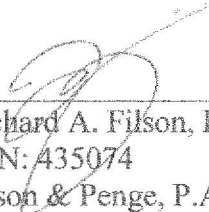
**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial on all issues triable by jury.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was delivered via Electronic Mail to the following: *Maritza Pena, Esq.* and *Renee Daniels, Esq.*, Marlow, Connell, et al, 4000 Ponce de Leon Blvd., Suite 570, Coral Gables, FL 33146, *Attorneys for Eckerd* ([mypena@marlowconnell.com](mailto:mypena@marlowconnell.com), [nvaldesrecio@marlowconnell.com](mailto:nvaldesrecio@marlowconnell.com), [rgomez@marlowconnell.com](mailto:rgomez@marlowconnell.com), [bzamora@marlowconnell.com](mailto:bzamora@marlowconnell.com)) *Richards H. Ford, Esq.*, *Randall M. Bolinger, Esq.*, *Wicker, Smith, et al*, P.O. Box 2753, Orlando, FL 32802-2753, *Attorney for Youth & Family* ([orlcrptleadings@wickersmith.com](mailto:orlcrptleadings@wickersmith.com)) and Mail Only: *Thomas J. Ludwig*, DC #R46720 c/o Columbia Correctional Institution, Attn: Legal Mail, 216 S.E. Corrections Way, Lake City, FL 32025 on this 4th day of October, 2013.

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